Gunn & Briggs, Inc. *and* United Union of Roofers, Waterproofers and Allied Workers, Local 123. Case 16-CA-10617

26 August 1983

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS JENKINS AND HUNTER

On 14 April 1983 Administrative Law Judge Hutton S. Brandon issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Gunn & Briggs, Inc., Fort Worth, Texas, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

[1] In the fifth paragraph of the section of his Decision entitled "Arguments and Conclusions," the Administrative Law Judge refers to the Union's "grievance letter of July 17." The correct date of the letter is 21 July. In "The Remedy" section, the Administrative Law Judge refers to "August 30, 1983." The correct date is 30 August 1982. We hereby correct these inadvertent errors.

DECISION

STATEMENT OF THE CASE

HUTTON S. BRANDON, Administrative Law Judge: This case was heard before me in Fort Worth, Texas, on February 22, 1983. The charge in the case was filed by United Union of Roofers, Waterproofers and Allied Workers, Local 123, herein called the Union, on August 30, 1982,[1] and the complaint was issued on October 4 alleging violations of Section 8(a)(5) and (1) of the National Labor Relations Act, as amended, herein called the Act, by Gunn & Briggs, Inc., herein called Respondent. The issue presented is whether Respondent refused to bargain with the Union within the meaning of the Act by declining to supply the Union with requested payroll information concerning Respondent's employees, their rates of pay, and wages paid.

[1] All dates are in 1982 unless otherwise stated.

Upon the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and Respondent, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Respondent is a Texas corporation with a principal office located in Fort Worth, Texas, where it is engaged in business as a roofing contractor. During the 12 months preceding issuance of the complaint Respondent, in the course and conduct of its business, purchased and received goods and materials valued in excess of $50,000 directly from points outside the State of Texas. The complaint alleges, Respondent by its answer admits, and I find that Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act. The complaint also alleges, Respondent admits, and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Material Facts*

The complaint alleges, and Respondent admits, that the Union is the exclusive representative of the employees of Respondent in the following unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> All journeymen roofers, apprentices and helpers who the Union lawfully represents in the employ of Respondent in the performance of the duties set forth in Article II, Section 1, of the collective bargaining agreement in effect from May 13, 1982 through April 30, 1985 within the following counties: Archer, Baylor, Brown, Clay, Cook, Comanche, Coleman, Callahan, Denton, Erath, Eastland, Foard, Hardeman, Haskell, Hood, Jack, Jones, Johnson, Nox, Montague, Parker, Palo Pinto, Runnels, Shackelford, Stephens, Sommervell, Tarrant, Taylor, Tom Green, Throckmorton, Wilbarger, Wichita, Wise and Young excluding all other employees, office clerical employees and supervisors as defined in the Act.

As the unit description reflects, the most recent collective-bargaining agreement between the parties is effective from May 13 until April 30, 1985. The agreement on its face was negotiated by the North Texas Contractors Association on behalf of the Western Division Roofing and Waterproofing Contractors, representing the employer-members. Similar prior agreements dating back to 1980 had been negotiated between Respondent and a different local of the Union, Local 148. However, Local 148 merged with the Union in 1980 and, thereafter, the Union undertook representation of Respondent's employees in the unit described above.

According to Monroe Brooks, business manager of the Union, he first raised the issue of Respondent's noncompliance with the wage provisions of the contract between

the parties in late 1981. In this regard, Brooks testified that he and Robert Banks, an International vice president of the Union, met with Robert Gunn, president and owner of Respondent, in late 1981 and complained about wages that were "not being properly paid" and the fact that Respondent was not using the Union's hiring hall.[2] The record reflects no disposition of the Union's complaints at that time. The same individuals met again, according to Brooks, in early 1982 at the same place and the Union again raised an issue with respect to the improper payment of wages and Respondent's failure to use the hiring hall. With respect to the subject of wages, Brooks testified that he had an employee complain to him on more than one occasion about not receiving proper wages. Moreover, Brooks testified that he had visited a number of Respondent's jobs and had found apprentices performing journeymen's work who were being paid only apprentice wages. Again, the record shows no specific disposition of the issues as a result of the meeting.

No further action was taken by the Union regarding its wage complaint,[3] and on March 17 negotiations on the current collective-bargaining agreement began. Brooks testified without contradiction that during such negotiations a "controversy" regarding wages again was raised and Gunn stated that it was not the proper place and time to discuss the wages. Apparently the subject was dropped, but after the contract was negotiated, according to Brooks, he checked back on some of Respondent's jobs and again was not satisfied that Respondent was complying with the agreement. Accordingly, on July 21, the Union filed a grievance alleging that Respondent had willfully violated provisions of the collective-bargaining agreement relating to Respondent's failure to use the union as a source for employees, failure to use the appropriate ratio of apprentices to journeymen, and nonpayment of the appropriate wage rates called for by the collective-bargaining agreement.

Pursuant to the grievance machinery provided for in the collective- bargaining agreement, a grievance meeting was held on August 9, at the North Texas Contractors Association (NTCA) office. Representing the Union were Brooks, Odis Johnson, an International representative of the Union, and Barbara Gray, secretary of the Union, while Respondent was represented by Gunn, Harold Moore, John LeClercq, and Jim Schwinkendorf, the latter three being representatives of NTCA. Johnson, who was the main speaker for the Union at the meeting, testified herein that in response to the Union's complaint about Respondent refusing to use the union hall, Gunn agreed that he would use the Union as a source for employees, but not exclusively. Brooks protested that Respondent had made the same statement in the past but had not lived up to it. At this point, and because Respondent had refused to use the hall, Johnson admittedly requested that all employees of Respondent be terminated and be hired through the union hall. Gunn rejected the request stating that it would be unlawful. Johnson testified he repeated his request because it had been 3 years since Respondent had called the Union for any referrals. Again Gunn refused. They then discussed the apprenticeship ratio and Johnson contended that the Company had 43 employees only 14 of whom were journeymen and the rest apparently apprentices. He then argued that the journeymen-apprentice ratio should be one-to-one. Gunn responded, however, that Respondent did not have a registered apprenticeship program and when they had one they would abide by the contract. Johnson, however, relying on the contractual provision providing that roofing crew makeup would be in accordance with the ratio of apprentices to journeymen as established by the U.S. Department of Labor, Bureau of Apprenticeship Training, argued that the Bureau standard was one-to-one. Johnson, therefore, requested Respondent to go back 3 years and "classify these people in the right perspective and . . . pay the back wages." Gunn rejected that contention.

Johnson testified that he also argued that the Company was not paying the employees the correct wages in accordance with the contract. According to Johnson, Gunn neither admitted nor denied the Union's claim, but stated that he would not pay back wages but would go from that day forward in accordance with the contract. Johnson suggested that an auditor be hired to audit Respondent's payrolls for the preceding 3 years to determine if there were any discrepancies in the wages that were being paid the employees. Johnson proposed that if there were no discrepancies found the Union would pay for the audit. That proposal was rejected even though Johnson contended that they had proof that apprentices were not drawing the scale and the journeymen were not drawing the wages they should have been drawing as journeymen. Gunn asked for the names of the people that Johnson claimed were not getting appropriate pay. Johnson refused to supply the names expressing the fear that the employees involved might be terminated.[4] Moore supported Gunn's request for the names of the individuals, and the issue was not resolved. Johnson requested that the matter be sent to arbitration. The meeting concluded with the parties agreeing to extend the contractual time allowed for the selection of an arbitrator.

Johnson's testimony was corroborated by the testimony of Brooks and the notes taken by Barbara Gray, which were received in evidence as General Counsel Exhibit 7. Respondent's version of what transpired at the August 9 meeting was expressed through the testimony of John LeClercq, labor relations analyst for NTCA. LeClercq's testimony is largely in accord with that of Johnson and Brooks. His independent recollection of the statements at the meeting, however, were clearly less certain than that of Brooks and Johnson, and was based primarily on resort, prior to testifying, of notes which he

[2] The current collective-bargaining agreement contains a nonexclusive hiring hall provision. According to Brooks, the preceding collective- bargaining agreement was substantially identical to the current one.

[3] Brooks did testify, however, that the Union had instituted a civil suit against Respondent, but that suit related to apprenticeship fund contributions by Respondent which were called for under the collective-bargaining agreement. That suit was settled with Respondent prior to negotiations on a new collective-bargaining agreement in 1982.

[4] No evidence was supplied in the record that Respondent had on any previous occasion engaged in retaliatory action against employees for filing a grievance.

took at the meeting. LeClercq's notes, which were received in evidence, appeared to be an incomplete attempt at a verbatim record of the comments made at the meeting. Because of the vagueness of LeClercq's independent recollection and the incompleteness of his notes, I find the testimony of Brooks and Johnson more credible than that of LeClercq. I specifically reject the testimony of LeClercq to the effect that Johnson explained that he wanted an audit of Respondent's records "because Bob Gunn would not fire the 43 people that weren't referred out of the union hall." Such an assertion finds no support in LeClercq's notes, and I conclude that LeClercq's testimony in this respect is simply conclusionary. Moreover, LeClercq's testimony on the point was contradictory because he also stated on cross-examination that Johnson wanted an audit of books "because he believed that there were people at Gunn & Briggs who weren't being paid proper wages."

Notwithstanding the earlier agreement to extend the time in which to select an arbitrator, Respondent admittedly refused to arbitrate the Union's grievance without the Union supplying names of individuals it contended had been improperly paid. There were, however, further communications between the Union through its attorney and Respondent through its attorney. Thus, on August 17, the Union's Attorney, Marvin Menaker, in a letter to Respondent's counsel, Steve Carsey, referring to an earlier telephone conversation between the two, agreed that the issue with respect to the use of the hiring hall was resolved by Respondent's assertion that it would in the future use the Union as a source for employees. The letter also referred to the Union's contention that the ratio of journeymen to apprentices was to be one-to-one, and noted the position stated by Respondent's counsel that he wanted time to review the matter before taking a position. Finally, with respect to the wage issue the letter stated:

> It is our view that we are entitled to see the payroll books and records concerning the roughly 43 employees that your client has utilized in performing roofing work over the past period of time. It is my understanding of the law that we are entitled to any records that are necessary to intelligently process a grievance. Therefore, I request that you make available to the Business Agent the books and records of your client for the last six months with regard to the payroll of roofers. We will need that to determine whether or not an arbitration is actually necessary on that point.

The letter ended with a formal request for arbitration.

Respondent continued in its opposition to supplying the Union with wage data and records. The Union's attorney, by letter dated October 20 to Respondent's attorney, again pressed its demand for records and expressed the Union's intention to enforce payment of the correct wages if the record revealed wage payment below what was called for in the collective-bargaining agreement. The letter further stated:

> We take this position because a number of employees of your client have complained to us about not receiving the proper scale as set out in the collective bargaining agreement. That was the original basis for our request for the records. Thus, our dispute is not only about the providing of the records which we have demanded, but also for payment of the proper wage scale.

Respondent's counsel replied by letter dated October 25, acknowledging the Union's right to seek to collect on behalf of individual employees any moneys which Respondent "improperly failed to pay them contrary to the provisions of the collective bargaining agreement . . . ." However, the letter asserted that the complaint about employees not receiving proper wage scale as originally stated by the Union on August 9 had been taken as facetious. The letter went on to state, however, that if the Union provided Respondent with "some indication of the nature of the alleged wage discrepancies," Respondent would be willing to allow the Union to examine relevant payroll records. But it was not willing to allow inspection of its records without the details concerning the alleged grievance concerning the wage rates. The letter concluded by stating:

> If Local 123 were to explain the nature of the alleged violations of the contract, it appears that the grievance arbitration machinery provided for by the contract could once again get on track and resolve the disputes between the parties concerning the issues of contract compliance, as it was designed to do.

B. *Arguments and Conclusions*

The General Counsel argued in her brief that under Board and court precedent, a union is entitled to information from an employer which is relevant and necessary to a union's obligation to represent bargaining unit employees, and that an employer is generally obligated to provide information to a union necessary to the performance of the union's duties in this regard. It was further argued that relevance of wage data is presumed and that the payroll information here sought by the Union is clearly relevant because of complaints received by the Union from employees concerning failure to receive appropriate pay under the contract, and because the payroll information was necessary to the Union to determine the accuracy of the complaints and to present an appropriate case, if necessary, in a grievance procedure. Respondent, according to the General Counsel, never contradicted the Union's claim of employee complaints, and its refusal to supply the Union with the information without being first supplied names of employees, dates, and locations of the alleged failure to pay contractual rates cannot be an excuse for the failure to furnish the information requested.

Respondent's defense is based simply on its contention that the Union in its blanket request to audit the payroll was attempting to harass Respondent, and, under such circumstances, Respondent need not supply the requested payroll records unless and until the Union supplies it with the periods of times involved or the job classifica-

tions and/or names of the employees whom the Union feels have not been properly paid. In attacking the Union's good faith in seeking the payroll audit, Respondent contends that if the Union truly believed that there had been a violation of the wage provisions of the collective-bargaining agreement it would have sought information relevant to the particular alleged violation and then would have filed a grievance concerning that particular violation instead of a general grievance. Moreover, Respondent contends that the Union's intent to harass is demonstrated by its willingness to forgo receipt of any wage information based on alleged pay violations identified to Respondent while it pursued "this silly unfair labor practice charge." Finally, Respondent contends that some need for the requested data must be shown by the Union before there is a corresponding obligation to provide that data, that the Union has "wholly failed to establish any need for the data requested, and that its refusal to make any specification concerning the nature of its grievance with the Company is *prima facie* evidence of its bad faith in making the request."

It is well established that an employer is obligated to provide a union which represents its employees with information requested by that union which is relevant and necessary for the proper performance of the union's duties as a collective-bargaining representative. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967); *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956). The obligation to supply requested information extends not only to information which is useful and relevant for the purpose of contractual negotiations, but also to information necessary to administration of a collective-bargaining agreement. *Safeway Stores*, 252 NLRB 1323 (1980); *Westinghouse Electric Corp.*, 239 NLRB 106 (1978). Disclosure by an employer of requested information "necessary . . . to enable [a] union to evaluate intelligently grievances filed" or contemplated, and thus "sift out meritorious claims" is an aid to the arbitral process. *NLRB v. Acme Industrial Co., supra* at 435, 437–438. However, before the obligation to produce arises, it must be shown that the requested information is relevant and reasonably necessary for the labor organization's proper performance of its role as a collective-bargaining representative. *The Detroit Edison Co.*, 218 NLRB 1024, 1033 (1975), reversed and remanded on other grounds, 440 U.S. 301 (1979). Relevancy is to be determined by a liberal standard, and it is necessary to establish only "the probability that the desired information is relevant, and that it would be of use to the union in carrying out its statutory duties and responsibilities." *NLRB v. Acme Industrial Co., supra* at 437. "[*W*]*age and related information* pertaining to employees in the bargaining unit is *presumptively* relevant, for, as such data concerns the core of the employer-employee relationship, a union is not required to show the precise relevance of it, unless effective employer rebuttal comes forth . . . ." *Curtiss-Wright Corp. v. NLRB*, 347 F.2d 61 at 69 (3d Cir. 1965). Thus, wage data of bargaining unit personnel is "considered presumptively relevant" and "the employer has the burden to prove a lack of relevance." *San Diego Newspaper Guild Local No. 95 v. NLRB*, 548 F.2d 863 at 867 (9th Cir. 1977).

Respondent does not argue with any of the foregoing legal principles. Rather, its defense is predicated upon its claim that the Union's request to audit the payroll was made in bad faith and simply to harass Respondent. Clearly, the bona fides of the Union's request for the information is a relevant issue, and in *NLRB v. Abbott Publishing Co.*, 331 F.2d 209 (7th Cir. 1964), the court found valid an employer's defense that a union's request for information was simply to embarrass and humiliate the employer.

Respondent's claim herein that the Union was not acting in good faith in making its request is based on the broadness of the request to audit the entire payroll, the Union's failure to identify to the Employer people making the complaints about failure to receive contractual rates and the fact that the Union did not make the request until after Respondent had rejected the Union's improper request that all employees be discharged and hired through the union hall. Having considered the evidence thoroughly, I cannot ascribe to the Union the improper motivation urged by Respondent. True, the request for the audit covering a period of the prior 3 years coming as it did after Respondent's rejection of the Union's clearly improper request for dismissal of bargaining unit employees who had been hired outside of the hall, indeed casts doubt on the good faith of the Union's request for the payroll information. However, there are countervailing considerations. I note initially in this regard that while the Union refused to identify to Respondent those persons making complaints to it regarding failure to receive proper wages, no union witnesses at the hearing were asked to identify such complainants. Thus, neither Brooks nor Johnson were put to the test regarding the validity of their general testimony that complaints from employees had been received. On the other hand, their testimony on the whole impressed me not only as sincere, but very candid, and I could perceive no demeanor basis for rejecting their contention that complaints had been received. Second, in view of its contention that the journeymen-apprentice ratio should have been one-to-one,and since the Union had received reports that Respondent was utilizing only 14 journeymen out of 43 unit employees, an obvious basis existed for the belief that at least some employees were not receiving the journeymen wages to which they were entitled. Third, the uncontradicted testimony of Brooks establishes that on at least two prior occasions, in 1981 and again in 1982, Brooks had talked to Gunn about wages not being properly paid. Moreover, the Union even instituted a civil action against Respondent with respect to its complaint that certain apprentice fund contributions were not being forwarded to the Union. Without regard to the legal merit of the suit, the institution of the suit demonstrates the Union's belief that Respondent was not complying with certain monetary provisions of the collective-bargaining agreement. Fourth, the Union's offer at the August 9 meeting to pay for the audit should it reveal compliance with the collective-bargaining agreement substantiates its good faith in requesting the audit. If the Union had no reasonable belief of Respondent's improper payment of wages, it is unlikely it would have

been willing to underwrite the cost of a fruitless (from its point of view) audit. Last, it is quite clear that the Union, in its grievance letter of July 17 citing the contractual provisions on wages, was raising an issue regarding Respondent's alleged noncompliance with the pay provisions of the contract. The issue with respect to wages, if not the request for the payroll audit, was, therefore, raised to Respondent's knowledge long before Respondent rejected the Union's improper request for termination of unit employees which Respondent now claims prompted the Union's request for the payroll books and records.

Considering the foregoing, I find the Union's request for the payroll books and records was made in good faith. I further find that the payroll books and records requested by the Union were relevant and necessary to determination by the Union of whether Respondent, under the circumstances of this case, was complying with the pay provisions of the collective-bargaining agreement. The Board has previously found employer refusals to provide payroll records relevant and necessary to a determination of whether appropriate payments under the collective-bargaining agreement were being paid constituted a refusal to provide information, and were, therefore, violative of Section 8(a)(5) and (1) of the Act. See *Ellsworth Sheet Metal*, 232 NLRB 109 (1977), and 224 NLRB 1506 (1976); *L & M Carpet Contractors*, 218 NLRB 802 (1975). Accordingly, and in the absence of any defense[5] other than Respondent's contention regarding the absence of the Union's good faith in making the request for information, which defense was rejected above, I find that Respondent violated Section 8(a)(5) and (1) of the Act as alleged in failing and refusing to grant the Union's request.

Upon the basis of the foregoing findings of fact, and upon the entire record in this case, I make the following:

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. All journeymen roofers, apprentices and helpers who the Union lawfully represents in the employ of Respondent in the performance of the duties set forth in article 11, section 1 of the collective bargaining agreement in effect from May 13, 1982, through April 30, 1985, within the following counties: Archer, Baylor, Brown, Clay, Cook, Comanche, Coleman, Callahan, Denton, Erath, Eastland, Foard, Hardeman, Haskell, Hood, Jack, Jones, Johnson, Nox, Montague, Parker, Palo Pinto, Runnels, Shackelford, Stephens, Sommervell, Tarrant, Taylor, Tom Green, Throckmorton, Wilbarger, Wichita, Wise, and Young excluding all other employees, office clerical employees and supervisors as defined in the Act, constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act.

4. At all times material herein, the Union has been the exclusive collective-bargaining representative of the employees described above in paragraph 3 within the meaning of Section 9(a) of the Act.

5. By failing and refusing to furnish the Union payroll books and records in order to determine Respondent's compliance with the pay provisions of the collective-bargaining agreement, Respondent violated Section 8(a)(5) and (1) of the Act.

6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I find it necessary to order that Respondent cease and desist therefrom, and that it take certain affirmative action designed to effectuate the policies of the Act. Having found that Respondent has failed to provide the Union with payroll books, records, and information relevant and necessary to the Union to carry out its bargaining representative obligations, I shall order that Respondent make available for examination by the Union, Respondent's payroll books and records for the period beginning 6 months prior to August 30, 1983,to the date that such books and records are submitted to the Union for examination in compliance with this Order.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[6]

The Respondent, Gunn & Briggs, Inc., Fort Worth, Texas, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with United Union of Roofers, Waterproofers and Allied Workers, Local 123, by refusing to furnish the payroll books and records requested by the Union.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Furnish to United Union of Roofers, Waterproofers and Allied Workers, Local 123, or its agents, for examination, the payroll books and records requested by it for the period from February 28, 1982, to the date such books and records are supplied.

[5] The October 25 letter of Respondent's counsel claimed the Union's request for all payroll records was "unreasonable and burdensome." No evidence was presented herein, however, to establish such claims. Moreover, it is to be noted that the Union modified its request to the extent it sought records only for the 6-month period prior to its request. On its face, such a request in a unit of approximately 43 employees would not appear to impose an unreasonable problem for Respondent in production of the requested books and records.

[6] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

(b) Post at its place of business in Fort Worth, Texas, copies of the attached notice marked "Appendix."[7] Copies of said notice, on forms provided by the Regional Director for Region 16, after being duly signed by an authorized representative of Respondent, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 16, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

[7] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT refuse to bargain collectively with United Union of Roofers, Waterproofers and Allied Workers, Local 123, by refusing to furnish it payroll books and records requested by it.

WE WILL NOT in any like or related manner interefere with, restrain, or coerce our employees in the exercise of their rights guaranteed by Section 7 of the Act.

WE WILL, upon request furnish United Union of Roofers, Waterproofers and Allied Workers, Local 123, or its agents, with payroll books and records requested by it for the period from February 28, 1982, to the date such books and records are supplied.

GUNN & BRIGGS, INC.